CCECC BALKAN
NO. NS1-CON-2023-024-002
Date: 2023.6.11

KARIN KOMERC MD DOO
Br. 01/2300 23490
Dana 11.06.2023.
VETERNIK, NOVI SAD

**Annex I to**

**Civil and Track Construction (Lot NS-I) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia)**

**Engineering Construction Subcontract**

**Dated July 1st 2022**

1. **Contractor:** CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, Batajnički drum 3 deo 6a, Beograd, Zemun, reg. No. 06950639, TIN 109874997, legally represented by Mr. Chen Zhongzheng

2. **Subcontractor:** KARIN KOMERC MD DOO VETERNIK, Živorada Petrovića 8, Veternik, Novi Sad, reg. No. 29507031, TIN 101496917, legally represented by Krste Dubroja

(The Contractor and the Subcontractor are collectively hereafter referred to as the "Parties" and individually as the "Party").

**WHEREAS**

- The Contractor and Subcontractor have concluded Engineering Construction Subcontract No. NS1-CON-2022-024 dated July 1st 2022 for Works within the range of a total length: Km112+861.00 to Km128+849.48, the Civil and Track Construction (Lot NS-I) Project for Modernization and Reconstruction of Hungarian - Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad - Subotica – Border (Kelebija) (hereinafter "Subcontract")
- Subcontractor's dynamic planning on the inspection well doesn't meet the revised dynamic planning and requirements of the Main Contractor.
- Under the clause 13.6.1 of the Subcontract, the Contractor has the right to omit all or part of the Subcontract If the Subcontractor's project progress does not meet the construction schedule of the Works, and the construction efficiency cannot be effectively improved despite the urging of the Contractor

Considering the previously mentioned, on 11/6/2023 the Parties agree as follows:

**Article 1**

The Parties hereby agree that the execution of the works on the construction of items

- 2.10.1 RELOCATION AND PROTECTION OF TELECOMMUNICATION INFRASTRUCTURE - construction part located in Novi Vrbas(Book No.2.10.1)
- 2.11 .1 Inspection well - construction part located in Novi Vrbas( books N0.2.11.2)

(hereinafter jointly "omitted works") shall be omitted from the working scope with descriptions (WSD) under the Subcontract.

The Contractor shall execute the omitted works itself or arrange for any part of the works to be executed by another Subcontractor. The omitted works shall not affect the remaining works of the Subcontract that have not been omitted.

**Article 2**

The price of the omitted works in amount of USD153,108.00only shall be deducted from the total price under the Subcontract, the new total price under the Subcontract amount is USD 45,781,870.00 only.

The Parties agree that the Table of Prices under the Subcontract shall be change and adjust accordingly.

**Article 3**

The Subcontract shall have no right to claim any amount, damages, loss or expenses under this Annex I and omitted works.

**Article 4**

This Annex I shall enter into force upon being signed and sealed by representatives of both parties.

This Annex I is supplement to the Subcontract and the contents not covered in the agreement shall be subject to the provisions of the Subcontract.

**Article 5**

The Annex I is made in 4 (four) identical copies, with each party holding two copies.

Contractor:

Chen Zhongzheng
Legal representative

Subcontractor:

Krste Dubroja
Legal representative